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Attorneys for Vizio, Inc.

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

SONY CORPORATION,

Plaintiff,

v.

VIZIO, INC.,

Defendant.

Case No. 08-01135 (RGK)(FMOx)

**DISCOVERY MATTER**

**DECLARATION OF STEVEN J.  
CORR IN SUPPORT OF VIZIO'S  
PORTION OF JOINT  
STIPULATION REGARDING SONY  
CORPORATION'S MOTION TO  
COMPEL A FURTHER RESPONSE  
TO SONY'S INTERROGATORY  
NOS. 11 AND 14**

**MAGISTRATE JUDGE: HON.  
FERNANDO M. OLGUIN**

**DISCOVERY CUT-OFF DATE:  
NOVEMBER 1, 2009**

**PRETRIAL CONFERENCE DATE:  
JANUARY 10, 2010**

**TRIAL DATE: JANUARY 26, 2010**

1 I, Steven J. Corr, declare as follows:

2 1. I am an associate with Jones Day, counsel of record for Defendant  
3 Vizio, Inc. ("Vizio") in this action. I make this declaration in support of Vizio's  
4 Portion of Joint Stipulation Regarding Sony Corporation's Motion to Compel a  
5 Further Response to Sony's Interrogatory Nos. 11 and 14. The following is based  
6 on my personal knowledge and, if called as a witness, I could and would  
7 competently testify thereto.

8 2. Exhibit A is a true and correct copy of a letter from Steven Corr to  
9 Peter Klivans sent on August 21, 2009.

10 3. Exhibit B is a true and correct copy of a letter and proposed stipulation  
11 from Peter Klivans to Steven Corr sent on August 21, 2009.

12 4. Exhibit C is a true and correct copy of a letter from Todd Kennedy to  
13 Ryan McCrum sent on June 12, 2009.

14 5. Exhibit D is a true and correct copy of a letter from Ryan McCrum to  
15 Todd Kennedy sent on June 19, 2009.

16 6. Exhibit E is a true and correct copy of excerpts from a transcript of a  
17 meet and confer between the parties that took place on June 22, 2009.

18 7. Exhibit F is a true and correct copy of a letter from Peter Klivans to  
19 Steven Corr sent on June 19, 2009.

20 Dated: August 25, 2009 JONES DAY  
21

22  
23 By: /s/ Steven J. Corr  
Steven J. Corr  
24 Attorneys for Defendant Vizio, Inc.  
25  
26  
27  
28

# EXHIBIT A

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185979-600001

August 21, 2009

## VIA EMAIL

Peter Klivans, Esq.  
Quinn Emmanuel Urquhart Oliver & Hedges, LLP  
50 California Street, 50<sup>th</sup> Floor  
San Francisco, CA 94111

Re: Sony Corporation v. Vizio, Inc., Case no. 08-01135

Dear Peter,

This letter is in response to the two Joint Stipulations served by Sony on August 17, 2009. We were surprised to receive the stipulations because the parties were not at an impasse on any of the issues addressed in those papers. As set forth below, since Vizio is willing to supplement its discovery responses in question, neither of these stipulations or motions should be finalized or filed with the Court.

Regarding Sony's Motion to Compel a Further Response to Sony's Interrogatory Nos. 11 and 14, Vizio is willing to supplement its responses as follows:

1. Interrogatory No. 11

Although Vizio continues to believe that its current response to this interrogatory is adequate, Vizio will provide a narrative answer to this interrogatory, which will include a chart for its products providing the information that is available to Vizio with respect to the features enumerated in Sony's Interrogatory No. 11. Vizio will provide this answer by September 15, 2009.

2. Interrogatory No. 14

Regarding Interrogatory no. 14, Vizio does not currently possess the information responsive to this interrogatory, but Vizio will request the information sought in this interrogatory from its supplier AmTRAN Technology Co., Ltd. and provide a supplemental response that will include any relevant information about Vizio Product compliance with television standards that Vizio receives from AmTRAN Technology Co., Ltd. Vizio will inform Sony about when it will serve this supplemental answer by August 27, 2009.

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Peter Klivans, Esq.  
August 21, 2009  
Page 2

Regarding Sony's Motion to Compel a Further Response to Sony's Request for Production Nos. 17-23, 24, 68, and 82, as noted above, Vizio is surprised that Sony served its portion of the stipulation relating to this motion, based on the most recent communications between the parties. During the last exchange of correspondence between the parties on this topic, Vizio specifically requested whether Sony still believes Vizio is obligated to seek documents from third parties (e.g., AmTRAN Technologies). To date, Sony has not responded to Vizio's letter. At a minimum, Vizio expected Sony to respond to Vizio's latest correspondence and try to resolve the issue before seeking intervention of the Court. Nevertheless, Vizio is willing to do the following to obviate the issues raised by Sony in its motion to compel on these requests:

1. Technical Documentation in the Possession of AmTRAN Technology Co., Ltd.

Although Vizio does not agree with Sony's on its motion to compel, in an effort to resolve the differences between the parties in a cooperative manner, Vizio will undertake to identify and collect any relevant and responsive additional technical documentation in the possession of AmTRAN Technology Co., Ltd. and produce those materials to Sony. This information will include, if available and in the possession of AmTRAN Technology Co., Ltd., service manuals, engineering specifications and circuit diagrams, chip datasheets, source code and other technical documentation. Vizio will inform Sony about its expected dates of production by August 27, 2009, and will begin such productions no later than September 8, 2009.

2. Communications with Third Parties Like AmTRAN Withheld On A Joint or Common Interest Privilege

Regarding this category of documents, Vizio will provide a privilege log identifying communications between the parties that occurred before the commencement date of this litigation to the extent they have been or are located through searches of non-email databases and/or files. Vizio does not intend to include as part of its log correspondence that occurred after the date of the lawsuit. Also, consistent with the protective order entered by the Court, Vizio reminds Sony that it will not identify attorney-client communications between its clients (e.g., Vizio and AmTRAN) and its litigation counsel, Jones Day, which is consistent with the privilege log Vizio has received from Sony. Vizio expects to be able provide its first installment of its privilege log to Sony by August 28, 2009.

3. Requests to Additional Suppliers

Although this topic has not been properly addressed through the meet and confer process required by the local rules, Vizio is willing to correspond with its additional suppliers requesting

Peter Klivans, Esq.  
August 21, 2009  
Page 3

that each supplier cooperate with Sony in providing the types of technical documents Sony is seeking from AmTRAN in the event that Sony seeks documents relevant to this litigation from those parties. Vizio will send such communications to its suppliers by August 26, 2009.

Accordingly, based on Vizio's commitments described above, Vizio expects Sony to immediately withdraw its portions of the stipulations supporting its two motions to compel. Please confirm by the close of business today that Sony will do so.

If Sony would like to discuss the contents of this letter, we are generally available for a discussion today or Monday.

Regards,

*/s/ Steven J. Corr*

Steven J. Corr

# EXHIBIT B

**quinn emanuel trial lawyers | new york**

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August 21, 2009

**VIA E-MAIL**

Steven J. Corr  
Jones Day  
555 South Flower Street, 50<sup>th</sup> Floor  
Los Angeles, California 90071

Re: Sony Corporation v. Vizio, Inc.

Dear Steve:

I write in response to your letter earlier today regarding Sony's two Joint Stipulations served on Vizio on August 17, 2009.

Sony disagrees strongly with your statement that the parties were not at an impasse. While Sony's motions speak for themselves, it has been **five months** since Sony served the interrogatories and document requests at issue and the parties have conducted numerous meet and confers. In those five months, Vizio has refused to provide substantive responses to the interrogatories at issue and, to Sony's knowledge, has **not even asked** AmTRAN for responsive documents in its physical possession but under Vizio's possession, custody, or control. For Vizio to contend that the parties are not at an impasse belies the record.

With respect to the proposal outlined in your letter, Sony cannot accept your suggested resolution of these discovery disputes. You propose a series of supplemental responses that will take place over a period starting August 28, 2009 and ending September 15, 2009. However, given that Vizio only offers to begin production of technical documents on September 8, 2009, Sony has no assurance that Vizio will even complete its supplemental responses by September

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15, 2009. As you are undoubtedly aware, under the Court's April 6, 2009 Order For Jury Trial, November 1, 2009 is not the cut-off for discovery requests to be served. Rather, November 1, 2009 is the cut-off for all discovery to be served, responded to, and further, "Any motion challenging the adequacy of responses to discovery must be filed timely, and served and calendared sufficiently in advance of the discovery cut-off date to permit the responses to be obtained before that date, if the motion is granted." (Doc. No. 48 at 2.) In light of this order, as well as the fact that Vizio has delayed responding to these discovery requests for what is now five months, Sony is unable to agree to withdraw its motions based merely on Vizio's promises to supplement at some point in the future.

For the above reasons, please provide Vizio's portions of the joint stipulations on a timely basis, by Monday, August 24, 2009. If Vizio does not timely provide its portion, Sony will file its portion pursuant to Local Rule 37-2.4

As an alternative, however, Sony believes that with certain exceptions, the parties have been able to work together to resolve many discovery disputes and Sony believes that the parties should continue to do so. Clearly, it is in the interests of everyone, including the parties and the Court, for the parties to resolve their discovery disputes without needlessly burdening each other or the Court. Therefore Sony has enclosed with this letter a proposed stipulation, to be filed with the Court, to resolve these disputes. Sony drafted a proposed stipulation that meets Sony's concerns regarding assurance that Vizio will provide substantive supplemental responses to Sony with sufficient time for Sony to not only prepare its case for trial but also to again move to compel on these discovery requests should it become necessary to do so. Therefore, with respect to the proposed dates in the enclosed draft stipulation, Sony cannot be flexible in a way that would defeat the purpose of the joint stipulation and make it impossible for Sony to timely move to compel in the future should it be necessary.

To reiterate: It is Sony's understanding that Vizio will be providing its portion of both August 17<sup>th</sup> Joint Stipulations on a timely basis on Monday, August 24, 2009. Sony will provide Vizio with complete Joint Stipulations on Tuesday, August 25, 2009. Vizio will then provide signed copies (or permission to sign) on Wednesday, August 26, 2009. Unless Vizio is able to agree to the enclosed draft stipulation, Sony intends to file the two August 17<sup>th</sup> Joint Stipulations within the time frame contemplated by Local Rule 37.

Very truly yours,

/s/

Peter A. Klivans

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Attorneys for VIZIO, Inc.

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

SONY CORPORATION,

Plaintiff,

v.

VIZIO, INC.,

Defendant.

CASE NO. CV 08-01135-RGK (FMOx)

**DISCOVERY MATTER**

**JOINT STIPULATION REGARDING  
DISCOVERY DISPUTES**

**Magistrate Judge: Hon. Fernando M.  
Olguin**

**Discovery Cut-Off Date:** November 1, 2009  
**Pretrial Conference Date:** January 10, 2010  
**Trial Date:** January 26, 2010

1 WHEREAS, Plaintiff Sony Corporation ("Sony") and Defendant Vizio, Inc.  
2 ("Vizio") dispute the sufficiency of Vizio's responses to Sony's Interrogatory Nos.  
3 11 and 14 and Vizio's responses to Sony's Request for Production Nos. 17-23, 24,  
4 68, and 82 ("the dispute");

5 WHEREAS on August 17, 2009, Sony served Vizio with two Joint  
6 Stipulations regarding the dispute;

7 WHEREAS Vizio's portions of the two Joint Stipulations are scheduled to be  
8 provided to Sony on August 24, 2009;

9 WHEREAS Sony and Vizio wish to resolve the dispute without further  
10 motion practice or burdening the Court;

11 NOW, THEREFORE, IT IS HEREBY STIPULATED by the parties, subject  
12 to the approval of the Court, that:

13 Vizio will provide to Sony supplemental responses to Sony's Interrogatory  
14 Nos. 11 and 14 that contain substantive, narrative information (including narrative  
15 information in chart format for each accused product) responsive to these  
16 Interrogatories by August 28, 2009;

17 With respect to any accused products manufactured by Vizio's main supplier  
18 AmTRAN Technology Co., Ltd. ("AmTRAN"), Vizio's responses to Interrogatory  
19 Nos. 11 and 14 will contain the information that is available to Vizio, including  
20 information available to AmTRAN;

21 With respect to any accused products manufactured by Vizio's suppliers other  
22 than AmTRAN, Vizio will make a good faith effort to obtain information responsive  
23 to Interrogatory Nos. 11 and 14 that is available to Vizio, including information  
24 available to the other suppliers;

25 For products manufactured by suppliers other than AmTRAN, to the extent  
26 Vizio claims that all responsive information has been provided in response to  
27 Interrogatory Nos. 11 and 14 or there is a lack of information necessary to provide a  
28 complete response, Vizio shall set forth in detail, under oath: (1) the efforts Vizio

1 made to obtain the requested information; and (2) that no further responsive  
2 information is available;

3 Vizio will provide to Sony a supplemental response to Sony's Requests for  
4 Production Nos. 17-23, 24, and 68, which shall include service manuals, engineering  
5 specifications, circuit diagrams, chip datasheets, source code, and other technical  
6 documentation ("supplemental technical documents") to the extent not produced,  
7 including without limitation, supplemental technical documents in the exclusive  
8 possession of AmTRAN that are located in Taiwan;

9 With respect to any accused products manufactured by AmTRAN, Vizio shall  
10 produce the supplemental technical documents for three accused products by August  
11 28, 2009 and for the remaining accused products by September 9, 2009;

12 With respect to any accused products manufactured by suppliers other than  
13 AmTRAN, Vizio shall inform Sony by letter no later than August 26, 2009 the  
14 details of requests made to the other suppliers including the date the request was  
15 made, the nature of the request, and the person to whom the request was made;

16 With respect to any accused products manufactured by suppliers other than  
17 AmTRAN, Vizio shall complete its production of supplemental technical documents  
18 by September 9, 2009;

19 To the extent Vizio claims that all responsive information has been provided  
20 in response to Sony's Requests for Production Nos. 17-23, 24, and 68 or there is a  
21 lack of information necessary to provide a complete response, Vizio shall set forth  
22 in detail, under oath, by September 9, 2009: (1) the efforts Vizio made to obtain the  
23 requested information; and (2) that no further responsive information is available;

24 With respect to communications with suppliers, including AmTRAN or other  
25 suppliers, Vizio will produce such communications, or a privilege log if privileged,  
26 to Sony by August 28, 2009;

27 Subsequent to the execution date of this Stipulation, to the extent Sony  
28 determines it is necessary to file a revised Joint Stipulation(s) with the Court

1 pursuant to Local Rule 37 with respect to Sony's Interrogatory Nos. 11 and 14 or  
2 Sony's Requests for Production Nos. 17-23, 24, 68, and 82, the parties agree that  
3 they will meet and confer on the next court day following Sony's sending by 5:00  
4 P.M. PST of a meet and confer letter to Vizio; that Vizio will have two court days  
5 following the receipt of Sony's portion of any Joint Stipulation relating to the  
6 dispute by 5:00 P.M. PST to provide Sony with its portion of the Joint Stipulation;  
7 and that Vizio will provide Sony with its signature or permission to sign by noon the  
8 next court day after receiving any combined Joint Stipulation by 5:00 P.M. PST.

9  
10  
11  
12 DATED: August , 2009

Respectfully submitted,

QUINN EMANUEL URQUHART OLIVER &  
HEDGES. LLP

13  
14  
15 Bv \_\_\_\_\_  
16 Kevin P.B. Johnson  
17 Attorneys for Sony Corporation

18 DATED: August , 2009

Respectfully submitted,

JONES DAY

19  
20  
21 Bv \_\_\_\_\_  
22 James L. Wamsley, III  
23 Attorneys for Vizio. Inc.

24  
25 Date: August \_\_, 2009

26 \_\_\_\_\_  
27 Hon. Fernando M. Olguin  
28 United States Magistrate Judge

# EXHIBIT C

**quinn emanuel trial lawyers | san francisco**

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June 12, 2009

**VIA E-MAIL, U.S. MAIL, AND FACSIMILE**

Ryan McCrum, Esq.  
Jones Day  
North Point  
901 Lakeside Avenue  
Cleveland, Ohio 44114-1190  
fax: 216-579-0212

Re: Sony Corporation v. Vizio, Inc.

Dear Ryan:

Pursuant to Local Rule 37-1, I write regarding continuing deficiencies in Vizio's responses to Sony's Interrogatory Nos. 11 and 14. This is the third letter I have sent you regarding Vizio's deficient responses to these interrogatories.

Sony's Interrogatory No. 11 requires Vizio to identify for each Vizio Product which of the eleven enumerated features it incorporates. Vizio provided no substantive information in response to that interrogatory. Instead, Vizio invoked Rule 33(d), pointing to document production numbers identified in Vizio's Attachment A to its interrogatory responses. During the May 11, 2009 meet-and-confer, Sony explained that Vizio's reliance on Rule 33(d) is improper. Because the interrogatory requests information regarding Vizio's own products, it is inconceivable that "the burden of deriving or ascertaining the answer will be substantially the same for either party" as required by Rule 33(d). See *Laserdynamics, Inc. v. Asus Computer Int'l*, No. 2:06-CV-348, 2009 WL 153161, at \*3 (E.D. Tex. Jan. 21, 2009) ("It is implausible for the defendants to contend that the plaintiff stands on equal footing when it comes to determining how the defendants' own products operate.").

**quinn emanuel urquhart oliver & hedges, llp**

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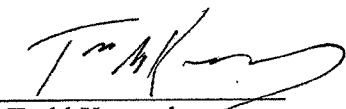
Vizio's June 5, 2009 supplemental response has not resolved the fundamental deficiencies in Vizio's initial response. Vizio still has not identified for *any* television which of the eleven features it incorporates, and instead continues to rely on Rule 33(d). Moreover, the documents that Vizio has identified are not responsive to the interrogatory because they do not identify for each Vizio television which of the eleven features it incorporates.

Interrogatory No. 14 requires Vizio to identify separately for each Vizio Product "all digital television standards (*e.g.*, standards relating to Closed Captioning such as EIA-708-B, CEA-708-B, and CEA-708-C, or standards relating to HDCP, such as 'High-Bandwidth Digital Content Protection System,' revision 1.3, issued by the Digital Content Protection LLC) with which that product complies or has complied (including the relevant time periods) and describe the manner in which each such standard is or has been implemented."

Once again, Vizio refers to Attachment A, asserting that it identifies documents with responsive information. Sony has reviewed those documents, however, and has determined that they are largely non-responsive. In particular, none of the documents mention EIA-708-B, despite the requirement of 47 C.F.R. § 15.122(b) that "[d]igital television receivers and tuners must be capable of decoding closed captioning information that is delivered pursuant to EIA-708-B." In addition, for many of the Vizio televisions identified on Attachment A, the corresponding documents identified in that attachment fail to mention whether the television complies with the "High-Bandwidth Digital Content Protection System." Also, many of the documents identified by Vizio, such as the user manual for the VW26L HDTV10F model, fail to specify the version of the High-Bandwidth Digital Content Protection System with which the product complies.

Pursuant to Local Rule 37, Sony requests an in-person meet and confer regarding the above issues in order to determine whether a motion to compel is necessary. We are available for the meet and confer in our Los Angeles offices on Wednesday, June 17. Please let us know whether Vizio is also available then.

Best regards,

  
Todd Kennedy



# EXHIBIT D

# JONES DAY

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June 19, 2009

## VIA EMAIL

Todd M. Kennedy, Esq.  
Quinn, Emanuel, Urquhart, Oliver & Hedges, LLP  
50 California Street  
22<sup>nd</sup> Floor  
San Francisco, CA 94111

Re: Sony Corporation v. Vizio Inc.

Dear Todd:

This letter responds to your letter of June 12, 2009 regarding Vizio's response to Sony's Interrogatory Nos. 11 and 14. Vizio does not agree that its responses to those interrogatories are deficient.

Starting with Sony's Interrogatory No. 11, Vizio does not track the features listed in that Interrogatory in the ordinary course of its business. Accordingly, in order to obtain the information Sony has requested (to the extent Vizio even understands what information is requested), Vizio would have to conduct an extensive review of a substantial number of documents (*e.g.*, its Users Manuals and/or Service Manuals) and/or physically inspect and operate the accused televisions. The burden of doing so is the same for Vizio as it is for Sony. Vizio, therefore, has agreed to identify and provide to Sony all the information that Vizio would need to review in order to answer this Interrogatory so that Sony can determine for itself whether the features in Interrogatory No. 11 are present in Vizio's accused products. Specifically, Vizio has identified on a product-by-product basis all Users Manuals and Service Manuals within its possession and control, and has agreed to make all its accused products under its possession and control available for inspection by Sony. This is entirely proper under Rule 33(d). By insisting that Vizio do more, Sony is improperly asking Vizio to do Sony's analytical work.

Nor can Sony justifiably complain about Vizio's reliance on Users Manuals and Service Manuals in its response to Interrogatory No. 11 when Sony rested its own infringement contentions for many of the asserted patents entirely on what was disclosed in Vizio's Users Manuals. The claims of the asserted patents are far more specific than the features listed in Sony's Interrogatory No. 11, yet Sony has expressly represented that Vizio's Users Manuals are adequate to disclose such features. (May 18, 2009 Meet and Confer Transcript, p. 66, ll. 11-16 (acknowledging that the Users Manuals adequately disclose the features of the asserted claims)). Having already represented that the documents Vizio relied on in response to Sony's

6/19/2009

Page 2

Interrogatory No. 11 adequately disclose the many features of the claims of the asserted patents, Sony cannot now claim that they are inadequate to disclose more general features of Vizio's accused products.

Finally, as Vizio noted in its objections and the parties' May 11, 2009 meet and confer, many of the features listed in Sony's Interrogatory No. 11 are vague and ambiguous. For example:

- Feature [a] – “menu displays capable of displaying in more than one color or more than one brightness” – read literally encompasses any menu that is capable of being displayed in more than one color or brightness at different times (*i.e.*, an entire menu can be displayed in one color at one point in time and another color at another point in time), as well as menus where items change color from the other items when selected.
- Feature [b] – “menu displays capable of displaying in more than one level of transparency” – read literally encompasses any menu where the level of transparency of an entire menu is capable of being changed over time (*i.e.*, an entire menu can be displayed in one level of transparency at one point in time and another level of transparency at another point in time).
- Feature [c] – “menu displays capable of displaying a submenu or subordinate menu” – read literally encompasses any display device capable of displaying a “submenu” and/or “subordinate menu,” regardless of whether any other menus are being displayed. Also, the terms “submenu” and “subordinate menu” are unclear as they are not defined terms.
- For features “[d]” and “[e]”, it is unclear what is meant by the terms “captions” and “subtitles” and how those two terms differ.
- For feature “[f]”, the term “securely transfer” is unclear.
- For feature “[g]”, the term “Dynamic Contrast” is defined to mean “automatically adjusting the contrast based on picture brightness or luminance,” but it is silent as to what picture brightness or luminance it is referring to.

Rather than try to guess what Sony means by these terms, Vizio is identifying and making available all the documents and information it has in its possession from which information responsive to Interrogatory No. 11 can be found. This way, Sony can decide for itself whether the features it has in mind are present in the accused Vizio products. The burden of doing so is actually less for Sony because Sony presumably knows exactly what it is looking for, while Vizio does not.

6/19/2009

Page 3

With regard to Interrogatory No. 14, Vizio objected to the term "standards" as vague and ambiguous. Nevertheless, Vizio responded to this Interrogatory based on its understanding of the Interrogatory and to the best of its ability. In doing so, Vizio provided information regarding certain standards, including the close captioning and encryption-related standards that were specifically listed in the interrogatory. With regard to the specific versions of these standards and whether Vizio's products comply with any, some or all of the multitude of specific portions of these various versions of the standards, that information is not within the knowledge of Vizio. That is information that Sony would need to obtain from the various chip suppliers that make the integrated circuits used in Vizio's products.

We noticed that Sony has subpoenaed a number of these chip suppliers, although those parties subpoenaed have only supplied chips for a very small fraction of Vizio's products. As you know, the vast majority of integrated circuit chips used in Vizio's televisions are manufactured by MediaTek. Sony has not made any attempt to subpoena any MediaTek entity to obtain chip-related information. Please advise whether Sony plans to do so.

In view of the foregoing, Vizio does not believe that an in-person meet and confer is necessary.

Very truly yours,

/s/ *Ryan B. McCrum*

Ryan B. McCrum

# EXHIBIT E

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION

SONY CORPORATION, a  
Japanese Corporation,

Plaintiff,

vs.

No. SA CV08-01135-RGK  
(FMOx).

VIZIO, INC.,

Defendant.

---

MEET AND CONFER CONFERENCE CALL

Los Angeles, California

Monday, June 22, 2009

Reported by:  
JULIE SEYMOUR  
CSR NO. 12341

Job No. 115053

1 UNITED STATES DISTRICT COURT  
2 CENTRAL DISTRICT OF CALIFORNIA  
3 WESTERN DIVISION

4 SONY CORPORATION, a  
5 Japanese Corporation,

6 Plaintiff,

7 vs.

No. SA CV08-01135-RGK  
(FMOx)

8 VIZIO, INC.,

9 Defendant.  
10  
11  
12  
13  
14  
15

16 Meet and Confer Conference Call held at  
17 865 South Figueroa Street, 10th Floor, Los Angeles,  
18 California, beginning at 6:10 p.m. and ending at  
19 7:07 p.m. on Monday, June 22, 2009, before  
20 Julie Seymour, Certified Shorthand Reporter No. 12341.  
21  
22  
23  
24  
25

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(VIA TELEPHONE)



## EXHIBITS

- 1
- 2 1 Sony's First Set of Interrogatories to
- 3 Vizio
- 4
- 5 2.1 Vizio's Response to Interrogatory No. 3
- 6
- 7 2.2 Attachment A (Revised) Vizio's First
- 8 Supplemental Response to Sony's
- 9 Interrogatory Nos. 2, 3, 8, 10, 11, 14, 18
- 10
- 11 2.3 Vizio's Response to Interrogatory No. 3
- 12 Non-Infringement Claim Chart 472 Patent
- 13 2.4 Visio's Response to Interrogatory No. 3
- 14 Non-Infringement Claim Chart 542 Patent
- 15
- 16 2.5 Visio's Response to Interrogatory No. 3
- 17 Non-Infringement Claim Chart 577 Patent
- 18 2.6 Visio's Response to Interrogatory No. 3
- 19 Non-Infringement Claim Chart 614 Patent
- 20
- 21 2.7 Visio's Response to Interrogatory No. 3
- 22 Non-Infringement Claim Chart 626 Patent
- 23 2.8 Visio's Response to Interrogatory No. 3
- 24 Non-Infringement Claim Chart 847 Patent
- 25
- 2.9 Visio's Response to Interrogatory No. 3
- Non-Infringement Claim Chart 373 Patent
- 2.10 Visio's Response to Interrogatory No. 3
- Non-Infringement Claim Chart 468 Patent
- 2.11 Visio's Response to Interrogatory No. 3
- Non-Infringement Claim Chart 055 Patent
- 2.12 Visio's Response to Interrogatory No. 3
- Non-Infringement Claim Chart 182 Patent
- 3 Letter to James Wamsley from Todd Kennedy,
- Dated April 29, 2009
- 4 Letter to Todd Kennedy from Ryan McCrum,
- Dated May 6, 2009
- 5 Letter to Ryan McCrum from Todd Kennedy,
- Dated May 26, 2009

## EXHIBITS (Continued)

6 Letter to Todd Kennedy from Ryan McCrum,  
Dated May 28, 2009

7 Letter to Ryan McCrum from Todd Kennedy,  
Dated June 3, 2009

8 Letter to Steven Corr from Todd Kennedy,  
Dated June 4, 2009

9 Letter to Todd Kennedy from Ryan McCrum,  
Dated June 5, 2009

10 Letter to Ryan McCrum from Todd Kennedy,  
Dated June 12, 2009

11 Letter to Todd Kennedy from Ryan McCrum,  
Dated June 19, 2009

(The exhibits were subsequently  
sent electronically to the court  
reporter and are attached hereto.)

1 not as simple as that unfortunately. As you know or may  
2 know or should know by now, Vizio does not -- it's not  
3 in the business of designing and developing televisions.  
4 They sell televisions. They market televisions. But  
5 you're going to -- to figure out these features, you're  
6 going to have to go talk to some other entities, which  
7 is what, I believe, your third-party subpoenas are  
8 intended to go out and do.

9 MR. PEASE: Well, we do have document requests  
10 outstanding that ask for the specifications that Vizio  
11 provides to its -- the companies that put -- make it for  
12 it like the AmTrans of the world. I don't know that we  
13 have seen any of those documents yet, but I suspect that  
14 in those specificities are a lot of the features that  
15 are the subject of Interrogatory No. 11. Closed  
16 captioning, for example, you know, closed captioning, my  
17 understanding is it's required by federal law. It  
18 should be a simple matter for somebody at Vizio to  
19 confirm that closed caption information is -- can be  
20 seen on a Vizio TV.

21 Well, anyway, I just think we have reached a  
22 log jam here. I don't think we're going to be able to  
23 resolve this during the course of the call. We think  
24 Vizio should go through and tell us which of its  
25 products have these features and it sounds like your

1 position is Sony and its lawyers should go look at the  
2 service manuals and user manuals.

3 MR. MCCRUM: Yeah, and it's twofold. We have given  
4 you everything that we have to look at to determine  
5 whether or not we can even try to see whether these  
6 features are in Vizio's products. We have to go through  
7 those. And to do so thoroughly and extensively, it  
8 would take a lot of time and effort and the burden of  
9 doing that is exactly the same for Vizio as it is for  
10 Sony.

11 And beyond that, like I said, we simply don't  
12 understand what nearly all of these limitations are  
13 seeking. So, you know, that's the problem. I mean, we  
14 don't know what these features even mean, what you're  
15 looking for. So why should we try to read your mind and  
16 figure out what these limitations and features are when  
17 you know exactly what you're looking for and we're going  
18 to give you everything in our possession that we have  
19 for you to make that analysis and determination.

20 MR. PEASE: Okay. Well, we don't think that's a  
21 fair way to do it. We think it would be a simple matter  
22 for you to simply check with your engineers. They could  
23 check the sources that are available to them. And a lot  
24 of these could be resolved, we think, in probably five  
25 or ten minutes. I don't think a Vizio engineer is going

1 to need to go through every single user manual and  
2 service manual to answer these questions.

3 MR. MCCRUM: For over 100 products?

4 MR. PEASE: Yeah, that's right.

5 MR. MCCRUM: And you think --

6 MR. PEASE: No, it's not a matter of memorizing  
7 them. A lot of them share the same chips. A lot of  
8 chips fall within the same class of families. So all,  
9 for example, media-type chips may be -- may allow the  
10 processing of closed captioning information. I suspect  
11 they do given that civil law requires TVs to be able to  
12 display closed caption information.

13 MR. MCCRUM: Well, we have over 100 TVs and you're  
14 asking us for each and every one of over 100 to  
15 determine whether or not there are 11 features present?  
16 And to think that that is just in the memory and  
17 knowledge of our engineers and readily available is just  
18 unreasonable. It requires a lot more work than that.  
19 And I mean beyond that, you know, what you guys mean by  
20 menu displays capable of displaying in more than one  
21 color and more than one brightness, does that mean you  
22 can have a menu displayed in more than one color, you  
23 can have it red at one period in time and then you can  
24 change the color to blue a day later, is that what that  
25 means?

1 MR. PEASE: We think it's clear on its face what it  
2 means.

3 MR. MCCRUM: Well, it's not clear to me, Tom. Tell  
4 me if it means that.

5 MR. PEASE: Well, I don't know whether it means  
6 that or not. We'll talk amongst ourselves; and if we  
7 can give you more information on that, we'll do it. But  
8 to me, that's clear on its face.

9 MR. MCCRUM: Well, you can't give me -- you can't  
10 even answer me that question. What about transparency,  
11 menu display capable of displaying in more than one  
12 level of transparencies? Okay? So does that mean today  
13 I can look at it and it displays with 60 percent  
14 transparency and then tomorrow I have the ability to  
15 change it to 80 percent transparency? Are you looking  
16 for those TVs? Is that what that means?

17 MR. KENNEDY: Ryan, this is Todd. I mean, you can  
18 try to pick apart this very simple language as much as  
19 you would like. But a fair response to this  
20 interrogatory would require you then to define what  
21 Vizio believes the interrogatory to be asking for and  
22 then provide some sort of response. And Vizio hasn't  
23 even tried to do that. I'm not satisfied that there is  
24 any way that we could define these terms in a way that  
25 would satisfy Vizio enough to withdraw it's vague and

1     ambiguous objections. I think that no matter how we  
2     define these terms, Vizio is going to still point to  
3     Rule 33(d) and refuse to provide us with a narrative  
4     response and say that the terms are vague and ambiguous.

5           MR. MCCRUM: Well, I don't know, but I don't think  
6     that it should be Vizio's burden to go through and  
7     interpret -- try to interpret what Sony is meaning. I  
8     have asked you some specific questions here and you guys  
9     are not even willing to tell me whether or not these  
10    interpretations are what you had in mind.

11          MR. PEASE: I mean -- this is Tom. You're asking  
12    me for the first time in this phone call. We have  
13    exchanged correspondence on this and you didn't present  
14    those questions beforehand. I don't have the patent in  
15    front of me, I'm not in the office right --

16          MR. MCCRUM: Well, apparently --

17          MR. PEASE: -- and I'm not going to answer that  
18    without thinking about it. But the fact is we think the  
19    terms we used in that interrogatory and the features we  
20    defined are clear and unambiguous on their face. You  
21    know, we're here and now you have these specific  
22    questions. Why didn't you give us those questions  
23    beforehand and we could have thought it out and given  
24    you a response?

25          MR. MCCRUM: Well, I would have thought that having

1 laid them out in my letter, you would have thought about  
2 them before this meet and confer. These questions that  
3 I'm asking you I'm reading from the letter sitting in  
4 front of me that I sent you last Friday. And I'm not  
5 going to try to read your minds about what these things  
6 mean, only to have you hold them against me and say,  
7 aha, they said they had a menu display capable of  
8 displaying a submenu or subordinate menu, which is a  
9 limitation, a feature of the 373 patent, they admitted  
10 they infringed. And we're sitting here saying no, no,  
11 no, that was something that we interpreted differently.  
12 We're not going to have that happen. I'm sitting here  
13 asking these specific questions that I already provided  
14 to you in advance of this call and no one can tell me  
15 whether or not these features mean what we think they  
16 mean on their face or something else.

17 MR. KENNEDY: Ryan, this is Todd. Let's look at  
18 one of these in particular, which is letter (d), and  
19 that is the capability to superimpose captions on  
20 another image or on a background. And in Vizio's  
21 letter, Vizio complains that it's unclear what is meant  
22 by the term captions. Captions is a simple term. It's  
23 one that is not debatable in terms of its meaning. Can  
24 you explain how the word captions is ambiguous?

25 MR. MCCRUM: Well, all I'm willing to say on this



1 is that when we attempted to look into this  
2 interrogatory, we had a question from someone at Vizio  
3 who asked us what is the difference between captions and  
4 subtitles. Some people might interpret these things to  
5 mean the same thing and some people might interpret them  
6 to mean different things. So that raised the question  
7 in our mind if someone working in this industry can't  
8 pinpoint a definition for these things, I'm certainly  
9 not going to try to, and it was ambiguous to us.

10 MR. PEASE: Well, I'm just asking you how do you  
11 think captions and subtitles are different?

12 MR. MCCRUM: I don't know, that's why I have it in  
13 my letter. I'm not sure if they're different. Why  
14 don't you tell us.

15 MR. KENNEDY: In letter (d), the feature that I  
16 just read to you doesn't even mention subtitles.

17 MR. MCCRUM: Well, (e) does. How do they differ?  
18 That is a define terms. Tell me what caption means and  
19 tell me what subtitles mean.

20 MR. PEASE: This is Tom. All you had to do then  
21 was answer based on what your experts said. You could  
22 have said we -- it has -- our TVs allow caption and  
23 subtitles to be displayed, unless of course subtitles  
24 means "X," which it could mean according to our experts;  
25 and therefore, if it means "X" and if it doesn't if

1 MR. PEASE: Well, that's not true because you're  
2 not making your engineer available to us. I guarantee  
3 if you ask the engineer, they'll be able to tell and  
4 confirm that every one of your products allows closed  
5 caption information to be displayed.

6 MR. MCCRUM: We did make him available on the 7th,  
7 8th, and 9th and Sony indicated that those were not good  
8 dates.

9 MR. PEASE: They were not good dates because we  
10 have very few of your documents at this point. So far  
11 we haven't seen any source code. There is a lot of the  
12 documentation that we haven't seen yet.

13 MR. MCCRUM: We don't have any source code, Tom.  
14 We have given you -- we're almost done with our document  
15 production. We're going to give you everything that you  
16 need that we have in our possession to answer this  
17 interrogatory to the extent that it even can be answered  
18 with knowledge in Vizio's possession.

19 MR. KENNEDY: Okay. Should we move onto No. 14?  
20 Okay. No. 14 requested Vizio for each of its  
21 televisions, identify all of the additional television  
22 standards with which it complies. And the interrogatory  
23 specifically lists a number of standards, including  
24 EIA-708-B, which is the closed captioning standard and  
25 it also lists the high-bandwidth digital content

# EXHIBIT F

**quinn emanuel trial lawyers | san francisco**

50 California Street, 22nd Floor, San Francisco, California 94111 | TEL: (415) 875-6600 FAX: (415) 875-6700

June 19, 2009

**VIA E-MAIL**

Steven Corr  
Jones Day  
555 South Flower St., 50F  
Los Angeles, CA 90071

Re: Sony Corporation v. Vizio, Inc., CV-08-01135 (C.D. Cal.)

Dear Steve:

I write in response to your letter of June 9, 2009 regarding Sony's deposition notices to Ramon Ramirez, Jeff Schindler, and Ken Lowe. Your letter stated that Ken Lowe is available for deposition on July 8, 9, or 10. However, we are not available to take Mr. Lowe's deposition on those dates. Please provide alternative dates for Mr. Lowe as well as dates for Mr. Ramirez and Mr. Schindler.

Also, your letter failed to confirm that Vizio has produced all responsive documents either in the possession of these witnesses or otherwise relating to them. Please confirm this as soon as possible. If Vizio produces documents relating to these witnesses either immediately before or at any time subsequent to their depositions, or if these deponents indicate at their depositions that there are responsive documents in their possession that were not produced to Sony, Sony reserves the right to re-open these depositions.

With respect to your proposal regarding the depositions of Sony witnesses, as previously stated, Sony will make its witnesses available in their country of residence. If you need to know the country of residence of any witness prior to serving a deposition notice, please contact us and we will get that information for you. In addition, for any depositions that take place in Japan, Sony will cooperate with Vizio with respect to the logistics of scheduling and carrying out such depositions. Please note, if you are not already aware, that depositions in Japan must take place

**quinn emanuel urquhart oliver & hedges, llp**

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at the U.S. embassy in Tokyo or at the U.S. consulate in Osaka and that it is advisable to reserve deposition rooms well in advance of the desired dates.

Very truly yours,

/s/

Peter Klivans

02347.51451/2979487.1

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**VIZIO, INC.'S PORTION OF JOINT STIPULATION REGARDING  
SONY CORPORATION'S MOTION TO COMPEL A FURTHER  
RESPONSE TO SONY'S INTERROGATORY NOS. 11 AND 14**

by transmitting via e-mail or electronic transmission the document(s) listed above to the e-mail address set forth below, pursuant to the agreement between the parties.

sony-vizio@quinnemanuel.com

Maria Castellon

## Maria Castellanos